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reason for the rule as stated is that since exemplary damages are not given as compensation to the party injured but by way of punishment to the offender, and warning to others, they should be awarded only in case of participation, authorization, or ratification of the wrongful act. Many authorities, however, take the view, as pronounced in the principal case, that the principal is liable in exemplary damages for any act of the agent done within the course of or in connection with his duties or employment, regardless of the question of authorization or ratification of the principal. *Goddard* v. *Grand Trunk Ry.* 57 Me. 202; *Southern Express Co.* v. *Brown,* 67 Miss. 260; *Atl. etc. R. Co.* v. *Dunn,* 19 Oh. St. 162; *Malloy* v. *Bennett,* 15 Fed. 371; *Hopkins* v. *At. & St. Lawrence R. R.* supra; *R. R. Co.* v. *Hurst,* supra; *R. R. Co.* v. *Blocher,* supra. It is significant that in most of the cases, in which the latter doctrine has been invoked, the defendant was a public service company,and,as such,owed a duty to the public. Judge WALTON, in the *Goddard* case, supra, the facts being practically the same as in the principal case, remarked that to overturn a verdict for exemplary damages against a railroad company would tend to encourage indifference to other travelers, indifference to the evil influence which such an example would have upon the servants of other lines of public travel, and would be most unfortunate and detrimental to the public interests. Such reasoning would incline to justify the rule on the broad ground of public policy.

PRINCIPAL AND SURETY—EXTENSION OF TIME—EFFECT OF SURETY'S INTEREST IN THE TRANSACTION.—The defendants, who were principal stockholders and also directors in a corporation, signed a note with the corporation to raise money for its benefit, intending to be bound only as sureties. They received no other benefit in the transaction. The corporation was granted a valid extension of time on the note without their knowledge. *Held*: The defendants were not entitled to the same liberality of treatment as a volunteer surety and they were not released by the extension unless they were actually injured thereby. *First Nat. Bank of Olathe* v. *Livermore,* (Kans. 1913) 133 Pac. 734.

Generally a surety is released by a valid extension of time granted to his principal without his knowledge, though he is not injured. *Tuohy* v. *Woods,* 122 Cal. 655, 55 Pac. 683, but in *United States* v. *U. S. Fidelity & Guaranty Co.,* 172 Fed. 721 it was held that a paid surety company was not released by such an extension unless it was injured thereby. A stockholder is not released from the statutory liability for the debts of the corporation by a valid extension of time granted to the corporation. *Harger* v. *McCulloch,* 2 Denio 119; *Boice* v. *Hoge,* 51 Ohio St. 236, 46 Am. St. Rep. 569. Contra: *Henson* v. *Donkersley,* 37 Mich. 184. The liability of a joint surety on a note of a corporation of which he is a stockholder is not discharged by his death with his co-surety surviving. *Richardson* v. *Draper,* 87 N. Y. 337. The decision in the principal case is based upon the analogy of the above doctrines. It seems to be a new application of the rule that where a surety has a beneficial interest in the transaction his promise is an original undertaking. The most familiar application of this rule is in connection with the Statute of Frauds,

Davis v. *Patrick,* 141 U. S. 489. By the weight of authority, however, a stockholder has not such an interest in a corporation that his promise to answer for its debts is an original one and not within the Statute of Frauds. *Turner* v. *Lyles,* 68 S. C. 392, 48 S. E. 301; *Harburg India Rubber Co.* v. *Martin* [1902] 1 K. B. 778; *Walther* v. *Merril,* 6 Mo. App. 370. The contrary to the principal case was held in *Home Nat. Bank* v. *Waterman,* 134 Ill. 161.

TORT—WHAT CONSTITUTES CONVERSION.—A liveryman let a horse to an infant to go to a certain place. He drove beyond and the horse died before it was returned, although not because of the extra driving. *Held,* that the defendant was not guilty of conversion. *Daugherty* v. *Reveal* (Ind. 1913) 102 N. E. 381.

The decision is a departure from the old rule that any intentional deviation from the agreed route or driving beyond the place specified in the contract works a conversion. *Woodman* v. *Hubbard,* 25 N. H. 67, 57 Am. Dec. 310; *Wentworth* v. *McDuffie,* 48 N. H. 402; *Homer* v. *Thwing,* 3 Pick. 492; *Perham* v. *Coney,* 117 Mass, 102, and *Fish* v. *Ferris,* 5 Duer. 49. The decision in the principal case was not placed upon the ground that defendant was a minor, and if it was *Freeman* v. *Boland,* 14 R. I. 39, 51 Am. Rep. 340; and *Churchill* v. *White,* 58 Neb. 22, 76 Am. St. Rep. 64 hold that the same rule applies to minors as to adults. In harmony with the principal case and perhaps representing the current of modern decisions are *Doolittle* v. *Shaw,* 92 Iowa 348, 26 L. R. A. 366; *Young* v. *Muhling,* 48 App. Div. 617, 63 N. Y. Supp. 181; *Harvey* v. *Epes,* 16 Grattan 76. It was held in *Penrose* v. *Cunen,* 3 Rawle 351, 24 Am. St. Rep. 356 that an infant was not liable for conversion although the horse died from the cruel excessive driving.

WILLS—CONSTRUCTION.—Testator devised land to his wife to hold during her life, and at her death to pass to his daughter for her life and after her death to become vested in her children in fee simple, and, in default of children, then in such persons as she might direct, and providing that *in no event should the fee simple of the land be vested in his wife or daughter. Held,* applying the rule of Shelley's Case the daughter took a fee simple estate, the subsequent provision being ineffective to prevent the operation of such rule, though the testator otherwise intended. *Lauer* v. *Hoffman* (Pa. 1913), 88 Atl. 496.

"The purpose in construing a will is to ascertain the intention of the testator so that it may be carried out in the disposition which he has made of his property. Technical rules of construction should only be resorted to and applied in the interpretation of wills when found to be necessary in determining the meaning of the instrument so as to effectuate the purpose of the testator. If the language employed by him in disposing of his estate is plain and clearly discloses his intention, the will interprets itself, and hence no rules of construction are necessary to aid in its interpretation." *Wood* v. *Schoen,* 216 Pa. 425. "All mere technical rules of construction must give way to the plainly expressed intention of a testator, if that intention is lawful. It is a rule of common sense as well as law not to attempt to construe that